

# **IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 03-153**

The Joint Antelope Valley Authority (JAVA), which is a joint administrative entity of three partners; the Board of Regents of the University of Nebraska, the City of Lincoln, and the Lower Platte South Natural Resource District intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

### **PROGRAM MANAGEMENT AND CONSTRUCTION PHASE SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS**

Sealed proposals will be received by the City of Lincoln, Nebraska on behalf of JAVA on or before **12:00 noon Wednesday, May 28, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. **Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex.**

A copy of the request for proposal may be obtained from the Purchasing Division web site at:

<http://www.ci.lincoln.ne.us/city/finance/purch/index.htm>  
under Bidding Opportunities and Awards.

All communications relative to this work prior to the opening of proposals shall be directed in writing to the Antelope Valley Project Manager, Mr. Wayne Teten, 531 Westgate Blvd., Lincoln, NE 68528-1563 with a cc: to Mr. Vince M. Mejer, CPPO, C.P.M., 440 S. 8<sup>th</sup> St., Lincoln, NE 68508.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

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## **PROGRAM MANAGEMENT AND CONSTRUCTION PHASE SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS**

### **1. PURPOSE AND INTENT**

- 1.1 The Joint Antelope Valley Authority (JAVA) intends to retain a professional engineering firm or firm(s) to provide normal and customary program management and construction phase services for the following projects, sections two through seven (2-7).
- 1.2 It is the intent to select a firm(s) based on qualifications and experience which best accomplishes the objectives of each project.
- 1.3 The consultant(s) selected shall provide program management services for these projects to include but not limited to:
  - 1.3.1 Setting up a cost accounting system that will provide the necessary detail to allow cost allocations between the multiple entities involved in the projects.
  - 1.3.2 Coordination of individual consultant efforts if multiple consultants are providing construction phase services.
  - 1.3.3 Maintain an overall Antelope Valley construction schedule reflecting individual contractor's milestones.
- 1.4 The consultant(s) selected shall provide normal and customary construction phase services for these projects to include but not limited to:
  - 1.4.1 Conducting pre-construction and weekly construction progress meetings including: recording and submitting minutes of meetings and reviewing project status and budget reports.
  - 1.4.2 Reviewing and submitting to the Design team all submittals and shop drawings for conformance with contract documents and processing and certifying all contractor requests for payment.
  - 1.4.3 Preparing and processing all necessary construction contract change order justifications and related changes to contract documents as may be necessary.
  - 1.4.4 Conducting continual field inspections during construction and final inspection to certify that construction is completed in accordance with all contract documents and permits.
  - 1.4.5 Preparing and providing Mylar reproducible sets of record drawings and CADD compatible drawing files suitable for transfer to the City of Lincoln's computerized engineering and mapping (CEIS) system.
  - 1.4.6 Conducting wage interviews of contractor personnel for Davis-Bacon compliance.
  - 1.4.7 Setting the survey control points and re-setting lot corners disturbed by construction.

2. **PROJECT # 880101 Y STREET BRIDGE AND ROADWAY**
  - 2.1 This project includes construction of a new "Y" Street Bridge over Antelope Creek, the intersection of the new North/South Roadway with relocated "Y" Street and new connecting roadways to the west along the "X" Street corridor to connect with 16<sup>th</sup> and 17<sup>th</sup> Streets and to the east to connect with the existing "Y" Street.
  - 2.2 Bid and construction to start during the fall of 2003.
3. **PROJECT # 880102 VINE STREET BRIDGE AND ROADWAY**
  - 3.1 This project includes construction of a new Vine Street Bridge over Antelope Creek, the intersection of the new North/South Roadway with relocated Vine Street and connecting roadways east and west required to tie the new alignment into the existing Vine Street alignment near 18<sup>th</sup> and near 22<sup>nd</sup> Streets.
    - 3.1.1 Also included will be the City of Lincoln, Nebraska roadway project on Vine Street from 22<sup>nd</sup> to 26<sup>th</sup> Streets.
  - 3.2 Bid and construction to start during the fall of 2003.
4. **PROJECT # 880103 MILITARY ROAD BRIDGE AND ROADWAY**
  - 4.1 This project includes construction of the new North/South Roadway with Military Road and the new State Fair Park entrance road and including connecting roadways east, west and north to tie into the State Fair Park entrance, Military Road and N14th Street.
    - 4.1.1 The easterly connection includes a new State Fair Park Bridge over Antelope Creek.
  - 4.2 Bid and construction to start during the fall of 2003.
5. **PROJECT # 880104 "O" STREET BRIDGE AND ROADWAY**
  - 5.1 This project includes construction of a new "O" Street Bridge over the proposed Antelope Creek and the associated roadway reconstruction to match existing "O" Street and the construction of necessary shooflies to maintain traffic along "O" Street during construction.
  - 5.2 Bid and construction to start during the spring of 2005.
6. **PROJECT # 880105 "N", "P", & "Q" STREET BRIDGES AND ASSOCIATED ROADWAYS**
  - 6.1 This project includes construction of new "N", "P", and "Q" Street Bridges over the proposed Antelope Creek and associated roadway reconstruction to match existing streets.
  - 6.2 Bid and construction to start in the fall of 2004.
7. **PROJECT # 880110 "J" STREET BRIDGE AND ROADWAY**
  - 7.1 This project includes construction of a new "J" Street Bridge over Antelope Creek and associated roadway reconstruction to match existing "J" Street.
  - 7.2 Bid and construction to start in the spring of 2007.
8. **ADDITIONAL CONSTRUCTION PHASE AND OTHER SERVICES**
  - 8.1 Based on the firm(s) performance and at the sole option of JAVA, additional services during the construction phase or additional projects may be negotiated at a later time.

## **9. JAVA RESPONSIBILITIES**

- 9.1 Designate a project representative
- 9.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 9.3 Supply pertinent drawings, records, and available information

## **10. CONSULTANT REQUIREMENTS**

- 10.1 All interested firms must be certified with the Nebraska Department of Roads (NDOR). DR Form 497.
- 10.2 All interested firms must have an acceptable "Drug-Free Workplace Policy" on file with the NDOR or submit one prior to execution of an agreement for the project.
- 10.3 Professional Liability insurance will be required for this project.
- 10.4 All Consultant services shall be performed under the direct supervision of a registered Professional Engineer licensed to practice in the State of Nebraska.
- 10.5 The selected firm(s) will not be allowed to perform any work on this project for the contractor without expressed written consent of the JAVA project manager.

## **11. PROPOSAL CONTENTS AND EVALUATION CRITERIA**

- 11.1 Describe and outline the **Firm's Approach** to the Project Management requirements.
- 11.2 Delineate the **Project Team and Organization**.
  - 11.2.1 Include names of key individuals to be assigned to, and work directly on the project.
  - 11.2.2 Describe specific area and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized and include an organizational chart showing lines of responsibilities.
  - 11.2.3 Include resumes for key project team members and sub-consultants.
- 11.3 Describe the **Ability of the Firm to Meet the Intent of Required Services** outlined in this RFP, including:
  - 11.3.1 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work. DR Form 498.
  - 11.3.2 A list of projects underway with any of the JAVA partners.

## **12. EVALUATION CRITERIA**

- 12.1 Understanding of the requirements of this project.
- 12.2 Qualifications and expertise of the key personnel to be assigned to this project.
- 12.3 Background experience of the firm and the project team as it directly relates to this project.
- 12.4 Record of past performance on similar projects.
- 12.5 Resources of the firm to conduct and complete this project in a satisfactory manner including current and projected work load requirements.

**13. SUBMITTAL PROCEDURES**

- 13.1 Submit six (6) copies of your proposal to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508 **no later than the date stated in the Notice for Request for Proposals.**
- 13.2 Proposals should be limited to a maximum of ten pages not including attachments showing resumes, similar projects and firm's history.

**14. CONTACTS**

- 14.1 Contact regarding the development of a proposal shall be made only in writing with the Antelope Valley project Manager, Mr. Wayne Teten, 531 Westgate Blvd., Lincoln, NE 68528-1563 with a cc: to Mr. Vince M. Mejer, CPPO, C.P.M., 440 S. 8<sup>th</sup> St., Lincoln, NE 68508.

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### 1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### 2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### 3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### 4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/ systems to comply with this Specification and

Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/ equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### 5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### 6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### 7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

### 8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation

or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Java Board with the task of reviewing the proposals received.
  - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Java Board.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.